

**DECLARATION OF PROTECTIVE COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR KYLE'S CREEK
 SUBDIVISION (ALL SECTIONS)**

Kyle's Creek: Plat book # 104 Page # 20-22 (Sec. A); 23-24 (Sec. B)
Sections: 28 + 33
Township: 1 South
Range: 5 West

THIS DECLARATION is made by HOLLINSWORTH PROPERTIES, LLC, a Tennessee Limited Liability Company, which is the owner and developer of all the land that will comprise the Kyle's Creek Subdivision, which land is of record in the DeSoto County, Mississippi's Chancery Court Clerk's Office, at Warranty Deeds of record at Book 489, Page 623; Book 489, Page 626; Book 489, Page 631 which is re-recorded at Book 497, Page 556; and Quit Claim Deed at Book 509, Page 82. Hollinsworth Properties, LLC holds title to said land as described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, it is desirable for the mutual benefit of all future owners of any lot within said Kyle's Creek Subdivision, that there be certain restrictions, or protective covenants on said lots regarding the use, the development, and the improvements to be erected upon said lots.

NOW, THEREFORE, the undersigned, Hollinsworth Properties, LLC, does hereby declare the following restrictions and covenants to be impressed upon and applied to all lots located within the said Kyle's Creek Subdivision, said subdivision to be within the land as described in Exhibit "A" attached hereto, to wit:

Said covenants are as follows:

1. (a) Developer will cause to be incorporated a non-profit Homeowners association (hereinafter "HOA") to which every party purchasing a lot within Kyle's Creek Subdivision (All Sections) and Barton Ridge Subdivision (All Sections) will be deemed to have agreed to belong. Both subdivisions will belong to the same HOA. The organization of such association may, at the option of Developer, be delayed until Developer has closed 75% of the lots in Section "A" and "B" of the subdivision. The primary purpose of the association is to maintain and replace as necessary the entry and other structures, walls, common areas, including entry monuments and associated landscaping, grass, lakes, lighting and irrigation within the subdivisions and to maintain any underground storm sewer pipe drainage systems (hereinafter "storm pipes") within the subdivisions and outside any public right of way, and to pay any liability insurance and/or bond coverage as may be required by the HOA, Developer or governmental entities, all this in conjunction with the HOA set up in Kyle's Creek Subdivision and Barton Ridge Subdivision. By mutual consent of the HOA and City of Olive Branch the HOA has the right to negotiate the transfer the

Barton Ridge: Plat book # 105, Page # 31-32 (Sec. A + B)
Section: 33, Township 1 South, Range 5 West

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ownership of the storm pipes to the City of Olive Branch. Developer agrees to give ownership and easements of the storm pipe to HOA. Developer agrees to set aside a fund in the amount of \$10,000.00 for the HOA use for the future maintenance of the storm pipes. The Developer will also post an initial bond for the maintenance of the storm pipes over a ten year period. Upon Developer transferring ownership of the storm pipe and aforesaid obligations to the HOA, the HOA agrees that the Developer will be returned or refunded any cash bond and accrued interest. The Kyle's Creek Subdivision (All Sections) Homeowner's Association (HOA) has been transferred from the Developer, HOLLINSWORTH PROPERTIES, LLC, to the Homeowners with a duly-elected HOA Board of Directors effective 10/6/10. The Barton Ridge Subdivision (All Sections), as stated in both Covenants, belongs to the same Homeowner's Association (HOA). Therefore, any references to either or both of the subdivisions in either or both of the Covenants shall govern both subdivisions (all sections). Furthermore, the Developer for Barton Ridge, PAYNE LANE DEVELOPMENT, LLC, is associated with the HOA made up of all homeowners in both subdivisions. And, subsequently stated, the HOA shall have the right to negotiate the transfer of the storm pipes to Desoto County, since the two subdivisions have not been annexed into the City of Olive Branch, Mississippi. Developer has agreed to maintain responsibility for storm pipes in both subdivisions until the transfer of the storm pipes to Desoto County.

- (b) Seventy-five percent of the lots in Section "A" and "B" of Kyle's Creek have been closed by the Developer, and have now been turned over to the Homeowner's Association with a duly-elected seven (7) person Board of Directors. Therefore, each homeowner in Kyle's Creek subdivision (Sections A & B) and Barton Ridge (Sections A & B), who is current with Homeowner's dues, shall have one vote in decisions made by the Homeowner's Association. Each homeowner in Kyle's Creek Subdivision (All Sections) and Barton Ridge Subdivision (All Sections) shall pay to the HOA a reasonable annual assessment to collectively cover the expenses of the Homeowner's Association. This assessment will be due on January 1st of each year, and will be considered delinquent if not paid by January 31st. The subsequent verbiage of Item #1, Section (b) shall be omitted from the Covenants of both subdivisions.
- (c) The first Homeowner's assessment shall be pro-rated according to the closing date, and shall be paid by the new homeowner at

closing. The pro-rated HOA assessment shall be paid by the new homeowner to the HOA for the year in which the closing occurs.

- (d) The HOA assessment has been changed by the FIRST AMENDMENT to \$300.00 annually effective 10/24/07, and will remain in effect through December 2012. The Board of Directors has determined, based on the projected Budget and the current number of homeowners, that HOA assessment for the year 2013 will be \$500.00. However, the Board of Directors will determine, in November of each year, whether a change in the HOA assessment will be necessary for the succeeding year, based upon the Budget and the current number of homeowners. In any event, the HOA assessment shall never exceed \$750.00 per year. Additionally, there will be a Late Fee charged for any assessment received after January 31st each year. The Late Fee shall be \$30.00 for each month that the HOA assessment is delinquent. Any homeowner, who has not paid his/her/their assessment plus Late Fees by July 31st, shall expect to be prosecuted for collection of the Yearly Assessment plus Late Fees, including all legal fees, attorney's fees, and court costs.
- 2. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than single-family dwellings, not to exceed two stories in height, and private garage for not more than three cars and one storage room.
- 3. No trailer, basement, tent, shack, barn or other outbuilding erected in the tract shall any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Construction of any outdoor sheds shall be pre-approved by the Architectural Control Committee (ACC), and construction shall be of like materials as the residence, including shingles and paint color. A copy of all subsequent construction permits shall be filled with the ACC for permanent records.
- 4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 5. There is a perpetual easement as shown on the recorded plan of subdivision reserved for utility installation and maintenance and drainage.
- 6. No building shall be permitted on any lot where the heated area

of the main structure, exclusive of open porches and garages, is less than 2,000 square feet for a one-story dwelling or less than 2,400 square feet for a one and one-half story dwelling. The ACC must pre-approve any changes made to the external main structure: Patio additions, decks, gazebos, awnings, structural additions to any side of the dwelling, and the addition of in-ground swimming pools (NO above-ground pools will be permitted, with the exception of small, inflatable or rigid wading pools that can be emptied daily and stored).

7. Fences of corner lots shall extend no closer to the street than the building thereon, and in no event shall fences be built along the street. No radio towers or antenna shall be allowed in view from the street. Fences shall be approved by the ACC. Fences for lots off the Lake may be wood or metal. Wood fences must be six-feet high, cedar, shadow-box or straight board, and neighbor-friendly (posts and runners on the inside of the fence). Fences for lake lots (lots that back up to Common Ground surrounding the walking trail around the Lake) shall be black iron or aluminum, and between four and six-feet tall. Under no circumstances, shall a chain-link fence be constructed on any lot within Kyle's Creek subdivision (All Sections) and Barton Ridge subdivision (All Sections).

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Pets must be kept in a fenced backyard, a yard with an electric fence, or walked on a leash in all other areas of Kyle's Creek subdivision (All Sections) and Barton Ridge subdivision (All Sections). When owners are walking pets in any area of the subdivisions, droppings must be scooped by the pet owner, and be disposed of properly.

9. No recreational vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the street. No Semi-Tractors, Semi-Trailers, or utility trailers shall be parked in any areas, including driveways, of Kyle's Creek and Barton Ridge subdivisions. Under no circumstances shall any inoperable vehicle be parked or stored on the front, side lawns, or driveway of any lot. NO boats of any description shall be allowed on the Lake. For obvious safety

reasons, NO walking, swimming, or playing in the Lake shall be allowed. Additionally, if the Lake is frozen over, there shall be no walking or playing on the Lake.

10. The undersigned owner reserves unto itself the right to impose additional, or separate setback restrictions at the time of the sale of any of the lots sold in this subdivision, which said restriction may not be uniform but may differ as to different lots and further reserves the right to amend these restrictions without the approval of the owners of the lots within the subdivision.
11. Each lot is required to have two (2) indigenous trees that are at least 1" in diameter in front yards at all times.
12. All houses shall have architectural type shingles or roofing in similar appearance to architectural shingles on roofs.
13. All lots shall only have one driveway per residence. The lamp posts located in each front yard shall be kept in good working order, and shall burn from dusk to dawn to provide light to the lots in the subdivisions. They should be controlled by a timer or photo cell.
14. No basketball goals are allowed on the curb, in the streets or in front of the house setback line. All play equipment, including, but not limited to, swing sets, trampolines, tree houses, Jungle Jim's, etc. shall be constructed in a fenced-in backyard for safety and security reasons. All play equipment shall be approved by the Architectural Control Committee, concerning size and visibility.
15. All roadside ditches must have concrete headwalls and any disturbed areas of these ditches must be completely covered with sod. Yards, garden areas, shrubs, and trees shall be kept mowed, cleaned and trimmed. If a lot owner is negligent, a letter will be sent to the owner by the Board of Directors specifying 15 days to correct the issue. If not corrected, a service will be called to do the maintenance, and the owner will be responsible for all costs. All trash containers shall be kept out of sight. For trash pick-up, containers may be placed at the curb the evening prior to trash day, and shall be moved back out of sight following pick-up on trash day.
16. These covenants may be amended at any time by an instrument

signed by the Developer or by not less than 75% of the owners of lots within Kyle's Creek Subdivision. Provided that in no event shall there ever cease to be a Homeowners' Association.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2017, at which time said covenants shall be automatically extended for successive periods of ten (10) years.
18. If an owner of a Lot shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property, or the Homeowners' Association in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages or other dues for such violation. Procedure for reporting violations or attempts to violate any covenants by a lot owner: A written notification shall be submitted to the Board of Directors describing the violation or attempt to violate. The Board shall contact the lot owner by letter with an appropriate lead time (dependent upon the violation) for making corrections, and with the future consequences of failure to make corrections. If necessary, the Homeowner's Association will prosecute to recover damages or other dues for such violation, including all legal fees, attorney's fees, and court costs.
19. The HOA will set up an architectural control committee consisting of at least five (5) HOA members for the purpose of controlling any additions or modifications to any homes within the subdivision, the construction of any fences by HOA members in their yards, fences around the lake, or any fences around the common areas of the subdivision. Until a HOA is set up, Developer shall perform the aforesaid anticipated obligations of the association.
20. All lots and homes that back up to or are on the lake may not construct privacy fences on or around the lake without the approval of the architectural control committee.
21. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

There shall likewise be impressed upon said Lots, all easements, setback lines, restrictions, or covenants, whether implied or otherwise, as set forth in any Plat filed for any sections for Kyle's Creek or Barton Ridge Subdivision in the DeSoto County, Mississippi Chancery Court Clerk's Office.

IN WITNESS WHEREOF, Hollinsworth Properties, LLC has executed this instrument on this 15 day of June, 2012.

Prepared by:

*Board of Directors,
Homeowners Association
for Kyle's Creek and
Barton Ridge Subdivisions
PO Box 1601
Olive Branch, MS 38654
(662) 895-9539 Cat Emplos, Inc.*

HOLLINSWORTH PROPERTIES, LLC
A Tennessee Limited Liability Company

BY:

Jimmy C. Hollingsworth, Sr.
JIMMY C. HOLLINGSWORTH, SR.
Chief Manager

Before me, a Notary Public of the State and County aforesaid, personally appeared Jimmy C. Hollingsworth, Sr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the Chief Manager of Hollinsworth Properties, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and seal at office on this the 15th day of June, 2012.

WMA

NOTARY PUBLIC

My Commission Expires: 8/8/2012



*Covenants for Kyle's Creek recorded 6/7/07,
Book 560, pages 496-503,
Book 571, page 338 dated 10/24/07
* Book 596, pages 114-115 dated 10/20/08 And
Covenants for Barton Ridge recorded 10/8/07
Book 570, pages 249-253
* Book 571, page 339 dated 10/24/07 And
* Book 596, pages 112-113 dated 10/20/08 and*

MAY 02 2007 WED 10:51 PM DMYID GULWYN, JK

FAX NO. 801 882 8345

P. 14

MAY-02-2007 WED 10:48 AM Fearnley Calliff Closing

FAX NO. 801 882 8345

BK 560 PG 501

Exhibit "A"

BEING A 33.86 ACRE TRACT OF LAND LOCATED PARTIALLY IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point in the southeast corner of Section 28 and the northeast corner of Section 33, Township 1 South, Range 5 West and being within the right-of-way of Highway 302 (R.O.W. varies), thence South 89 degrees 28 minutes 57 seconds West, along the south line of Section 28 and north line of Section 33, a distance of 1312.75 feet to a point; thence North 0 degrees 00 minutes 46 seconds West, a distance of 22.46 feet to the Point of Beginning and being the most southern southeast corner of the herein described tract; thence South 89 degrees 09 minutes 53 seconds West, along the north line of said Highway 302, a distance of 70.01 feet to a point; thence North 00 degrees 00 minutes 46 seconds West, departing the north line of said Highway 302, a distance of 299.49 feet to a point; thence South 89 degrees 36 minutes 29 seconds West, a distance of 397.93 feet to a point; thence North 00 degrees 00 minutes 46 seconds West, a distance of 181.62 feet to a point; thence South 89 degrees 59 minutes 14 seconds West, a distance of 32.04 feet to a point; thence North 00 degrees 00 minutes 46 seconds West, a distance of 240.92 feet to a point; thence North 89 degrees 59 minutes 14 seconds East, a distance of 62.20 feet to a point; thence North 00 degrees 00 minutes 46 seconds West, a distance of 750.93 feet to a point; thence North 89 degrees 35 minutes 57 seconds West, a distance of 40.17 feet to a point; thence North 00 degrees 24 minutes 03 seconds East, a distance of 192.00 feet to a point; thence North 89 degrees 35 minutes 57 seconds West, a distance of 25.67 feet to a point; thence North 00 degrees 24 minutes 03 seconds East, a distance of 250.93 feet to a point on the south line of Dohra Cummins property, as recorded in Deed Book 298, Page 251 in the DeSoto County Register's Office; thence South 89 degrees 35 minutes 57 seconds East, continuing along the said south property line, a distance of 462.07 feet to a point; thence North 00 degrees 16 minutes 03 seconds East, a distance of 41.28 feet to a point; thence North 89 degrees 58 minutes 11 seconds East, a distance of 200.36 feet to a point; thence North 00 degrees 44 minutes 19 seconds East, a distance of 3.82 feet to a point; thence North 89 degrees 51 minutes 26 seconds East, a distance of 328.87 feet to a point; thence South 00 degrees 12 minutes 17 seconds East, a distance of 349.20 feet to a point; thence South 89 degrees 47 minutes 43 seconds West, a distance of 31.98 feet to a point; thence South 00 degrees 12 minutes 17 seconds East, a distance of 200.85 feet to a point on the north line of the property owned by Solid Rock Enterprises, as recorded in Deed Book 390, Page 793 in the DeSoto County Register's Office; thence South 89 degrees 35 minutes 02 seconds West, a distance of 62.88 feet to a point for the northwest corner of said property owned by Solid Rock Enterprises; thence South 00 degrees 00 minutes 46 seconds East, along the west line of said property, a distance of 1098.39 feet to a point; thence South 89 degrees 02 minutes 03 seconds West, a distance of 398.18 feet to a point; thence South 00 degrees 00 minutes 46 seconds East, a distance of 299.69 feet to the Point of Beginning.

Containing 33.86 ACRES, more or less.

MAY/02/2007 WED 05:50 PM DAVID GOODWIN, JR
MAY-02-2007 WED 10:44 AM Fearnley Calliff Closing

FAX No. 901-377-6565
FAX NO. 901 682 8345

P. 002
P. 07

Exhibit "A"
(Page 1)

BK 560 PG 502

Legal description

A 127.26, more or less, acre tract of land being located in the west half of section 33, township 1 south, range 5 west of the Chickasaw Meridian, DeSoto County, Mississippi and being more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of section 33, township 1 south, range 5 west of the Chickasaw Meridian, said corner being a 48" oak tree (found); thence south 89 degrees 18 minutes 58 seconds west, a distance of 1,083.87 feet to a 1/2" metal pipe (set); thence north 00 degrees 36 minutes 47 seconds west, a distance of 3,310.94 feet to a 1/2" metal pipe (found); thence south 89 degrees 31 minutes 25 seconds west, a distance of 676.09 feet to a 1/2" metal pipe (set); thence north 14 degrees 10 minutes 59 seconds east, a distance of 552.16 feet to a 1/2" metal pipe (set); thence north 51 degrees 31 minutes 44 seconds west, a distance of 289.14 feet to a 1/2" metal pipe (set); thence north 37 degrees 49 minutes 19 seconds east, a distance of 486.72 feet to a 1/2" metal pipe (set); thence north 15 degrees 33 minutes 25 seconds west, a distance of 117.84 feet to a 1/2" metal pipe (set); thence north 00 degrees 34 minutes 40 seconds west, a distance of 158.75 feet to a 1/2" metal pipe (set); thence south 89 degrees 22 minutes 46 seconds east, a distance of 240.82 feet to a 1/2" metal pipe (set); thence north 01 degrees 08 minutes 43 seconds west, a distance of 409.80 feet to a 1/2" metal pipe (set) in the south right of way line of Goodman Road (also known as Highway 302) (right of way varies); thence, along said right of way line, north 89 degrees 25 minutes 37 seconds east, a distance of 50.00 feet to a 1/2" metal pipe set; thence south 01 degrees 08 minutes 43 seconds east, a distance of 410.85 feet to a 1/2" metal pipe (set); thence south 89 degrees 22

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FAX No. 901-377-6565

P. 003

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P. 08

Exhibit "A"
(Page 2)

BK 560 PG 503

minutes 45 seconds east, a distance of 188.88 feet to a 1/2" metal pipe (set); thence north 88 degrees 29 minutes 30 seconds east, a distance of 303.82 feet to a 1/2" metal pipe (set); thence north 89 degrees 25 minutes 22 seconds east, a distance of 782.58 feet to a 1/2" metal pipe (set); thence south 00 degrees 34 minutes 53 seconds east, a distance of 127.83 feet to a 1/2" metal pipe (set); thence south 00 degrees 59 minutes 38 seconds east, a distance of 1,221.68 feet to a nail (found); thence south 89 degrees 45 minutes 25 seconds west, a distance of 701.78 feet to a 1/2" metal pipe (found); thence south 01 degrees 22 minutes 09 seconds east, a distance of 513.58 feet to a 1/2" metal pipe (set); thence south 89 degrees 45 minutes 08 seconds east, a distance of 692.27 feet to a 1/2" metal pipe (set); thence south 00 degrees 18 minutes 14 seconds east, a distance of 2,792.28 feet to the point of beginning. Containing 127.26, more or less, acres and being subject to all codes, covenants, easements, revisions, restrictions, regulations, and rights of way of record.

EXHIBIT A

Page 1

A 56.00 acre, more or less, tract of land being part of the Northwest Quarter of Section 33, Township 1 South, Range 3 West, Dallas County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the southeast corner of said quarter section thence run South 89°13'19" West a distance of 2097.72 feet along the north line of said quarter section to a point; thence run South 89°15'24" East a distance of 204.31 feet to a point on the south line of Mississippi Department of Transportation property and the Point of Beginning; thence run South 89°12'08" East a distance of 207.00 feet to a half-inch steel pin on the west line of the Alvin H. Crowder property; thence run South 89°15'24" East a distance of 3314.01 feet along said Crowder west line on the north, the west line of the Christine Clasper property and the west line of Louisiana Property, Inc. property on the north to a steel fence with thence run South 89°10'40" West a distance of 977.11 feet to a steel fence well on the east line of the Leroy H. Pyle property; thence run North 89°15'24" West a distance of 2222.01 feet along said Pyle east line on the north and the east line of S & M II, Inc. property on the north to a point; thence run North 89°15'24" East a distance of 336.00 feet to a steel fence with thence run North 89°15'24" West a distance of 1108.95 feet to the Point of Beginning and containing 54.00 acres, more or less. Bearings are based on Grid North of the Mississippi State Plane Coordinate System, West Zone, NAD 83. The above description was written from a plat of survey by Disney R. Bartholomew, F.S.L.S., dated August 14, 2004.

EXHIBIT A, cont.

TRACE I

A 0.17, more or less, acre tract of land being a portion of the non-exclusive driveway easement depicted in Deed Book 110, Page 316 located in the Northwest Quarter the Northwest Quarter of Section 33, Township 1 South, Range 3 West of the Chickasaw Meridian, Dallas County, Mississippi and being more particularly described as follows:

Commencing at the southeast corner of Section 33, Township 1 South, Range 3 West of the Chickasaw Meridian; thence South 89 degrees 13 minutes 19 seconds West, a distance of 2097.74 feet; thence South 89 degrees 15 minutes 24 seconds East, a distance of 207.37 feet to a point on the north right of way line of Goodson Road (right of way varies), said point being the same point as beginning of the herein described tract; thence along said right of way line, South 89 degrees 21 minutes 31 seconds West a distance of 24.00 feet thence, departing said right of way, South 89 degrees 15 minutes 24 seconds East, a distance of 616.44 feet to a point in the north line of the Arlio P. Black tract (Deed Book 45, Page 339); thence along said north line, South 89 degrees 44 minutes 36 seconds West, a distance of 24.00 feet to a point in the line of the property tract thence, along said west line, North 89 degrees 15 minutes 24 seconds West, a distance of 605.62 feet to the point of beginning. Containing 0.17, more or less, acre and being subject to all covenants, conditions, restrictions, easements, regulations, and rights of way of record.

TRACE II

A 0.15, more or less, acre tract of land being a portion of the non-exclusive driveway easement depicted in Deed Book 110, Page 316 located in the Northwest Quarter the Northwest Quarter of Section 33, Township 1 South, Range 3 West of the Chickasaw Meridian, Dallas County, Mississippi and being more particularly described as follows:

Commencing at the southeast corner of Section 33, Township 1 South, Range 3 West of the Chickasaw Meridian; thence South 89 degrees 13 minutes 19 seconds West, a distance of 2097.74 feet; thence South 89 degrees 15 minutes 24 seconds East, a distance of 1130.00 feet to a point on the north line of the Arlio P. Black tract (Deed Book 45, Page 339); said point being the same point as beginning of the herein described tract; thence along said north line, South 89 degrees 44 minutes 36 seconds West a distance of 24.00 feet thence, departing said line, South 89 degrees 15 minutes 24 seconds East, a distance of 208.19 feet to a point in the south line of the property tract thence, along said north line, South 89 degrees 44 minutes 36 seconds West, a distance of 24.00 feet to a point in the west line of the property tract thence, along said west line, North 89 degrees 15 minutes 24 seconds West, a distance of 208.19 feet to the point of beginning. Containing 0.15, more or less, acre and being subject to all covenants, conditions, restrictions, easements, regulations, and rights of way of record.

